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	Email Address:		rick@epa.		b. 20 CALENDAR DAYS				ENDAR DAYS
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PURCHASE ORDER TERMS AND CONDITIONS [Commercial Items] FAC 2005-22

FAR 52.252.2, Clauses Incorporated by Reference [Feb 1998] This contract incorporates one or more clauses by reference with the same force and effects as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address[es]: www.arnet.gov/far.. The following clauses, when checked, are applicable to this order:

V V V V . C.I	Hot.govnar.
X	(1) FAR 52.212-1 Instruction to Offerors – Commercial Items (Nov 2007)
X	(2) FAR 52.212-4 Contract Terms and Conditions - Commercial Items (Feb 2007)
X	(3) FAR 52.204-7 Central Contractor Registration (Jul 2006)
<u>.</u> .	(4) EPAAR 1552.211-79 Section 508 of the Rehabilitation Act of 1973 applies to this procurement
	_ (5) FAR 52.213-2 Invoices (Apr 1984)
	FAR 52.204-8Annual Representations and Certifications (Jan 2006)
(a)	(1) The North American Industry classification System (NAICS) code for this acquisition is $5\underline{62211}$ [insert NAICS code].
	(2) The small business size standard is FII.5 M [insert size standard].
	(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b)	(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
	(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
	[] (i) Paragraph (c) applies.
	[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Dec 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).



(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

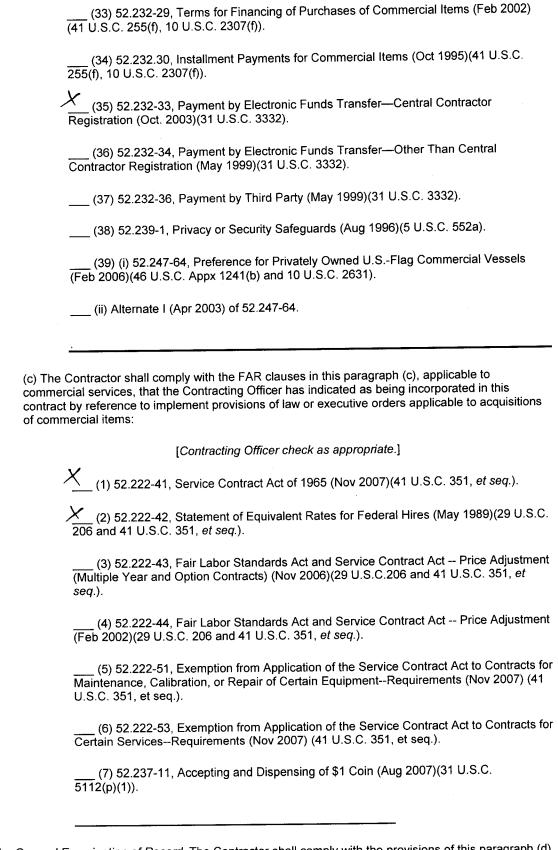
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(4) [Reserved]
(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-6.
(iii) Alternate II (Mar 2004) of 52.219-6.
(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
(8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)(15 U.S.C. 637 (d)(4).)
(ii) Alternate I (Oct 2001) of 52.219-9.
(iii) Alternate II (Oct 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
(10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.
(12) 52.219-25, Small Disadvantaged Business Participation Program— Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive

Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f). (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)). (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755). $arkappa_{-}$ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126). \sum (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). χ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246). (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212). (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793). (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212). (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts). ___ (ii) Alternate I (Aug 2007) of 52.222-50. (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)). (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42) U.S.C. 8259b). __ (27) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d). (28) (i) 52.225-3, Buy American Act -Free Trade Agreements - Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169). ___ (ii) Alternate I (Jan 2004) of 52.225-3. ___ (iii) Alternate II (Jan 2004) of 52.225-3. (29) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). (30) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (31) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ____(32) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).



⁽d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

⁽¹⁾ The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
 - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
 - (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper.

Printed or Copied Double-Sided on Recycled Paper (Aug 2000)

(a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as-

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as-

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers,

merchants, wholesalers, dealers, printers, converters, or others.

- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

FAR 23.203 Energy-efficient products.

- (a) If life-cycle cost-effective and available-
- (1) When acquiring energy-using products-
- (i) Agencies shall purchase ENERGY STAR® or other energy-efficient items listed on the Department of Energy's Federal Energy Management Program (FEMP) Product Energy Efficiency Recommendations product list; and (ii) For products that consume power in a standby mode and are listed on FEMP's Standby Power Devices product listing, agencies shall-
- (A) Purchase items which meet FEMP's standby power wattage recommendation or document the reason for not purchasing such items; or
- (B) If FEMP has listed a product without a corresponding wattage recommendation, purchase items which use no more than one watt in their standby power consuming mode. When it is impracticable to meet the one watt requirement, agencies shall purchase items with the lowest standby wattage practicable; and
- (2) When contracting for services that will include the provision of energy-using products, including contracts for design, construction, renovation, or maintenance of a public building, the specifications shall incorporate the applicable requirements in paragraph (a)(1) of this section.
- (b) The requirements in paragraph (a) of this section only apply when the relevant product's utility and performance meet the agency's need.
- (c) Information is available via the Internet about-
- (1) ENERGY STAR® at http://www.energystar.gov/; and
- (2) FEMP at http://www.eere.energy.gov/femp/procurement.

8

Pollution Prevention and Right-to-Know Information (Aug 2003)

(a) Definitions. As used in this clause-

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

- (b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
- (1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

(End of clause)

FAR 52.223-10 Waste Reduction Program.

Waste Reduction Program (Aug 2000)

(a) Definitions. As used in this clause-

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR part 247).

NATIONWIDE: Applicable in the continental U.S. and Hawaii
Regions are defined as follows:
MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri,
Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, and Vermont;
SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida,
Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,
South Carolina, Tennessee, Texas, Virginia, and West Virginia;
WEST REGION: Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New
Mexico, Oregon, Utah, Washington, and Wyoming.

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION CODE	- TITLE	MINIMUM WAGE RATE
23440	- Heavy Equipment Operator MIDWEST REGION NORTHEAST REGION SOUTH REGION WEST REGION	26.32 25.01 22.92 25.81
23470	- Laborer MIDWEST REGION NORTHEAST REGION SOUTH REGION WEST REGION	14.81 15.17 11.56 13.23
30090	- Environmental Technician MIDWEST REGION NORTHEAST REGION SOUTH REGION WEST REGION	23.43 24.94 22.21 23.57
31010 31361	- Airplane Pilot - Truckdriver, Light MIDWEST REGION NORTHEAST REGION SOUTH REGION WEST REGION	25.35 13.36 16.75 10.85 11.30
31362	- Truckdriver, Medium MIDWEST REGION NORTHEAST REGION SOUTH REGION WEST REGION	21.54 21.57 18.32 20.23

^{**}Fringe Benefits Required Follow the Occupational Listing**

31363

- Truckdriver, Heavy
MIDWEST REGION
NORTHEAST REGION
SOUTH REGION
WEST REGION

22.57 22.66 19.20 21.23

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.37 per hour, or \$54.80 per week, or \$237.47 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.16 per hour.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the

cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment A

Statement of Work

A. <u>TITLE</u>

Hazardous waste packaging, labeling, loading, vehicle placarding, and transporting shall be in compliance with applicable sections of Title 49 Code of Federal Regulations (CFR). Hazardous waste treatment, storage and disposal shall be in compliance with applicable sections of Title 40 CFR. Universal Waste shall be recycled for reuse while all hazardous waste shall be disposed of in an environmentally sound manner.

B. INTRODUCTION

The U.S. Environmental Protection Agency, Ecosystems Research Division, 960 College Station Road, Athens, GA 30605-2700 (Generator's US EPA ID No. CESQC) is in need of a vendor to dispose of both hazardous and non-hazardous wastes identified in Attachment B. Because this facility is a conditionally exempt small quantity generator, a US EPA ID number has not been assigned.

Disposal includes waste packaging, transporting, and disposing of in compliance with applicable federal, state, and local laws and regulations.

50% of the chemicals noted in Attachment B for disposal are in their original containers ranging from vial to 4 L size and 50% is in 4 L hazardous waste bottles. Quantities noted on the list were taken directly from the bottles. Contractor may arrange for a site visit to confirm actual conditions.

C. OBJECTIVE

To dispose of hazardous waste in an environmentally sound, timely manner in accordance with applicable federal, state and local requirements.

D. SCOPE OF WORK

1. <u>Hazardous Waste Location and Disposal Requirements</u>

- a. The hazardous wastes identified in Attachment B are located at the U.S. Environmental Protection Agency, Ecosystems Research Division, 960 College Station Road and 625 Bailey Street, Athens, GA.
- b. All waste materials shall be transported by a duly licensed and permitted transporter and delivered to a duly permitted treatment, storage and disposal facility (TSDF) operating in compliance with all provisions of federal, state and local hazardous waste disposal regulations.
- c. All wastes identified in Attachment B that are amenable to incineration must be incinerated. Any items not amenable to incineration must be

treated by the TSDF as required to render it non-hazardous and/or otherwise lawfully disposed.

2. Pickup

- a. The Health & Safety Officer located at 960 College Station Road shall notify the contractor for pickup. The contractor shall cooperate with laboratory personnel during the disposal process.
- b. It is permissible for the contractor to package the wastes and leave it at the EPA location for a short time before pickup, generally less than two weeks, in order to obtain disposal site scheduling/approval prior to transport. However, it is preferred if packing and removal can be completed on the same visit.

Further, no more than ten (10) working days shall elapse after notification by the Project Manager before the contractor packages the waste.

3. Safety

- a. The contractor's personnel and equipment shall comply with all safety requirements set forth in applicable federal, state, and local laws and regulations.
- b. The contractor shall have trained each hazmat employee regarding safe handling, storing, loading, unloading and transporting of hazardous materials and emergency preparedness for responding to accidents or incidents involving the handling and transportation of hazardous materials.
- c. The contractor shall furnish any and all personal protective equipment (PPE) and provide training in the selection, wearing, and maintenance of furnished PPE.

4. <u>Pre-Transport Requirements</u>

- a. All hazardous waste packaging materials shall be provided by the contractor and constructed in accordance with the non-bulk performance-oriented packaging specifications of 49 CFR 178.
- b. All packing operations, including marking and labeling and placarding, shall be in accordance with 49 CFR 172, 173, 178, 179.

5. <u>Transportation</u>

- a. It shall be the contractor's responsibility to ensure that the hazardous waste is offered only to transporters and treatment, storage and disposal facilities (TSDF's) with an EPA and state (where applicable) permitted identification numbers (40 CFR 262.12 applies).
- b. The contractor's transporter shall supply manifest(s) required by the consignment state(s) in accordance with 40 CFR 262.21.
- c. Transporters shall be chosen, where possible, who do a minimum of interlining or intermediate stopping before reaching the disposal site.

6. <u>Disposal</u>

- a. Regulated wastes shall be destroyed by incineration and not land filled.
- b. The contractor shall supply copies of all permits and other evidence of legal compliance for each TSDF facility. Documentation shall be provided to the Health & Safety Officer **prior** to material pick up.
- c. Mere acceptance of the hazardous waste at a properly permitted TSD facility does not meet the definition of disposal under this agreement; however, in compliance with RCRA Subtitle C, provisions of this agreement will be considered complete when the hazardous waste shipment is received at the designated TSDF and the owner/operator sends a copy of the manifest to the generator within 60 days to verify that the waste has been accepted plus issues written assurance to the generator that a certificate of disposal will automatically be issued upon lawful disposal of the waste which in no case shall exceed one year.

7. Inspections

The contractor site shall be open to inspection by Government officials, when requested, throughout the term of the EPA contract.

SELECTION CRITERIA

Proposals <u>MUST</u> provide sufficient detail to determine the following which will be used to evaluate and rank the proposals for award. Missing or incomplete information will render the proposal as non-responsive.

EVALUATION CRITERIA	INFORMATION REQUIRED
1. Performance	Contractor must be an established and recognized provider of the same or similar services with adequate capacity and personnel to perform the work and must have a satisfactory record of performance. Provide at least three customer names, contact persons, addresses, telephone numbers, and email addresses of customers.
2. Permits	Contractor must provide proof of appropriate Georgia permits to handle, package, and haul hazardous and universal wastes.
6. Price	Price is equal in importance to all other factors combined.

Monthly Inventory of Chemicals to be Disposed College Station Rd
Jan-07

Jan-07

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						+	-															-	-						-	-	_			
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						2					PGI, toxic and flamm	-								-										 -			t	_
		Mercury - toxic			1	Cadmium - toxic				_	l _			Toxic metals	_	_						-				<u> </u>						_	-	-
		Merc			(Cadin	_			Flamm	DOT 6.1			Toxic	_	Flamm			_				ļ.	<u> </u>	L							L	L	
	F-list																																	
	D-list	D009			000	0000	D022			D001	D001			600Q		D001																		_
	P-list						-			_	_			_																				-
vaste																			_					_					-					
IDS HAZAIGOUS VVASIE	al U-list	U151	_				1	U217													-						_			L	L	İ	_	
100 114	Univers																																L	
	Not Listed Universal																																	
	_	3.3			•	- 6	19.39	15.51		3.43	0.55×			8.8	×	0.22	30 bulbs x 4'	×		52.2								i						
_	Weight lbs					1				_					4		30 bull	per box																
					ochioac	allipuics																												
	Quantity	1.5 L			15ml v 20	TOTAL A SO MITIDUIES	OL.	5		2L	250g			4L		100g		3 boxes																
				Sentisic						,,				,		Ì		,,															_	
		olution	Ampules:	Cd 5%, C	ate 10%, 5				nethanol,			Oppm, Pb	1200ppr	e water		ilized											•							
		water so	Reagent	ate 30%,					% each N	Acetone		e: Mn 50	ppm, Ad	m balanc	llasts	8% stab																		
	_	00 ppm ir	Nitrate	Phosph	Magrics	1000	1 - SDG111	65%+	3Ste - 25	Toluene,	%86	als waste	Cr 1000	dd00/ 6\	ining ba	nloride, 9		S																
	Description	1 HgCl2 1000 ppm in water solution	NitraVert 5 Nitrate Reagent Ampules:	Potassium Phosphate 30%, Cd 5%, Gentisic	2 Acid 40%	horoforn	S CHIOLOIOIOI - Sperif	4 Nitric Acid 65%+	Solvent waste - 25% each Methanol	5 Hexanes, Toluene, Acetone	6 Allylamine 98%	Mixed metals waste: Mn 500ppm, Pb	1020ppm, Cr 1000 ppm, Ad 1200ppm, Cd	7 500ppm, Ag 700ppm balance water	8 PCB containing ballasts	10 Acryloyl Chloride, 98% stabilized		11 Used Bulbs		9 TOTAL Ibs] 			
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	F-list															:							
	D-list				D006	D008	D008	D008	D008	600G	600G	600G	600G	600G	600G	600G							
	P-list																						
bs Hazardous Waste	U-list																u134						
lbs Hazard	Universal	×																					
	Not Listed Universal			×)		J		v	
	Weight (lbs)		30 bulbs x 4' per	pox	1.100	0.220	0.220	090'0	0.010	0.250	0.220	1.000	0.250	0.280	0.250	1.100	1.750	0.020 x	0.002 ×	0.002 ×	× 000.0	× 000.0	K 73A
	Quantity	3		4 boxes	500 g	100 g	100 g	25 g	5 g	113 g	100 g	453.6 g	113 g	125 g	113 g	500g	500ml	10 g	<u>ب</u>	1 g	100 mg	100 mg	
		PCB containing ballasts			trate	Lead Nitrate				de						Sed	Hydrofluoric Acid	1-Methyl-3-nitro-1-nitrosoguanidine 97%	2-isopropyl-6-methyl-4-pyrimidinol 99.5% 1 g	Chlorpyrifos 99%	Chlorpyrifos Oxon 99.1%		TOTAL Ibs
	#																						

May-07

960 College Station

I	May-07										
					lbs Hazardous Waste	ous Waste					
ļ	Description	Quantity	Weight (lbs)	Not Listed	Not Listed Universal U-list		P-list D-list	D-list	F-list		
	1 Cupric Chloride	15g	0.033					D002		corrosive DOT 8	
	2 Used Bulbs	1 box	30 bulbs x 4' per box x	×							
	TOTAL lbs		0.033								

960 College Station Jun-07	-07									
	Unit(gm)	Weight (lbs)	Not Listed Universal	Universal	U-list	P-list	D-list	F-list	Location	
2,3 dichlorobenzoic acid	10	0.022	×						Dessicator	
3,5 dichlorobenzoic acid	5	0.011	×						Dessicator	
4- chlorobenzonitrile	25	0.055							Dessicator	DOT 6.1
3,5 dichloroanisole	25	0.055	×						Dessicator	•
Anisole	100	0.220							Dessicator	рот з
1,2,3 trichlorobenzene	100	0.220							Dessicator	DOT 6.1
azulene	1	0.002	×						Dessicator	
4 chlorophenol	100	0.220			U048				Dessicator	DOT 6.1
chloronitrobenzene	25	0.055	×						Dessicator	
dibromomethane	6.0	0.002							Wire basket	DOT 6.1
triethylphosphate	100	0.220	×						Wire basket	
1,2,3 trichlorobenzene	80	0.176							Wire basket	DOT 6.1
1,3,5 trichlorobenzene	10	0.022							Wire basket	DOT 6.1
2,5 dichlorobenzoic acid	50	0.110	×						Wire basket	
pentachlorophenol	100	0.220						F027	Wire basket	DOT 6.1
1-chloro-4 nitrobenzene	100	0.220							Wire basket	DOT 6.1
2 iodobenzoic acid	22	0.049	×						Wire basket	
bromopentafluorobenzene	10	0.022	×						Wire basket	,
thioanisole	25	0.055							Wire basket	рот з
thiophenol	7.5	0.450				P014			Wire basket	DOT 6.1, 3
P Nitrophenly phosphate disodium	5	0.011	×						Plastic tray	
hydroxyatrazine x 4	-	0.002	×						Plastic tray	
desethylatrazine	0.25	0.001							Plastic tray	
2 amino-4-ethylamino-6-chloro-1,3,5-triazin x 3	0.75	0.002							Plastic tray	
desethylatrazine x 3	0.75	0.002	×						Plastic tray	
Atrazine x 2	0.5	0.001	×						Plastic tray	DOT 9
desisoproptiatrazin	0.25	0.001	×						Plastic tray	
desethyl-desisoproptlatrazin x 2	0.5	0.001	×						Plastic tray	
Immunopure TMP x 2 total = thymidine monophosphate	9	0.013	×						Plastic tray	
methyl isothiocyanate	5	0.011	×						Plastic tray	DOT 6.1,3
phenylisothiocyanate x 2 total =	0.1	0.000	×						Plastic tray	
nitrobenzene	0.5	0.001			U169				Plastic tray	DOT 6.1
aldicarb sulfoxide	0.25	0.001	×						Plastic tray	DOT 6.1
aldicarb sulfone	0.5	0.001	×						Plastic tray	DOT 6.1
Dissolved O2 analysis waste: 9% suffinic acid 3% alkaline iodide	IP	8 820	,						- 2h	0 F.C.C
2% manganous sulfate, 1% sodium thiosulfate, 84% water	2	22.0	(Lab 100	
	41	9.870			7000				Lab 158	DOT 6.1
Used Oil	13.5 L		×							
Used Lamps	1 box	30 bulbs x 4' per box		×						
PCB containing ballasts	5		×							
Picric Acid 1 wt % in solution	500 ml	1.100	×						No precipitate	DOT 4.1
Picric Acid 1 wt % in solution	500 ml	1.100	×						No precipitate	DOT 4.1
I O I AL IDS		23.347	:							
			.45 plisted							

Jul-07

	960 College Station						
	70-InC						
					lbs Hazard	ous Waste	
#	Description	Quantity	Weight (Ibs)	Not Listed Universal U-list	Universal	U-list	P-list
	PCB containing ballasts	8		×			
			30 bulbs x 4' per				
	Fluorescent bulbs	3 boxes	box		×		

F-list

D-list

Aug-07

960 College Station Aug-07

			corrosive DOT 8, D002					
		F-list						
		D-list	D002					
		P-list						
	: Waste	U-list						
	lbs Hazardous	Not Listed Universal U-list						
		Not Listed	×			×		
		Weight (lbs)	0.2204 x				0.2204	
		Quantity	100g			9		
n-fine		Description	3-mercaptoprionic acid			PCB containing ballasts	Total Ibs	

tion	Sep-07
Stal	
College	
096	

				lbs Hazardous Waste	ous Waste				-
Description	Quantity	Weight (lbs) Not L	isted	Universal	U-list	P-list	D-list	F-list	
		\ \ \							
		30 bulbs x 4'							
Fluorescent bulbs	4 boxes	per box		×					
PCB containing ballasts	7		×						
Total lbs									

F-list D001 D002 D001 D-list P-list Ibs Hazardous Waste U-list Weight (lbs) Not Listed Universal 30 bulbs x 4' per box 51.3 48 Quantity Organic Solvents - 50%
Toluene, 30% acetonitrile,
10% methanol, 10% water 3L
10% HCL, 90% H20 5x2.5L 3 box Oct-07 PCB containing ballasts Used Paint Thinner Fluorescent bulbs Description Total Ibs

960 College Station

Nov-07					lbs Hazardous Waste	ous Waste			_	
	Description	Quantity	Weight (lbs) Not Listed	Ιi	Universal		P-list	D-list	F-list	
Ammonium Saiicyl Hach Low Range Nitrogen; Reagent Powders	Ammonium Salicylate Reagent Powders	250 x 1q	O 10 10	×						
Ammonia Reagent 5 sets of 50 contains:	Ammonium Cynurate Reagent Powders	250 × 1g	0.55	×						
Hach High Range Nitrogen	Ammonium Salicylate Reagent Powders	125 × 1g	0.28	×						
Ammonia Reagent 5 sets of 25 contains:	Ammonium Cynurate Reagent Powders	125 x 1g	0.28	×						
	Sulfuric Acid Std Solution 1.00N	1000 ml	2.2	· ×				D002		
	Hydrochloric Acid Solution 1:1 6 N	4 x 500 ml	4.4	×				D002		
	Hach NitraVer 5 Nitrate Reagent Powder Pillows for 25ml samples 5 sets of	500 x 1a	÷	<u> </u>						
	5	100 × 1g	0.22	×						
	Hach NitraVer 6 Nitrate Reagent Powder Pillows for 25 ml samples 2 sets of	200 x 1a	0.00	,						
	5 Nitrate	200 × 19	4	×						
	ows et of	100 × 1g	0.22	×						
	ate ets of	200 × 1g	0.44	×						
	П				×					
	P.CD containing ballasts			×						
	Priendiate waste - Trisodium citrate dihydrate 12%, disodium EDTA ethylenediamine 3%.									
	8	500 mi	+	×						
	Winkler Titration waste -									
	sodium hydroxide 3%, manganous sulfate	-								
		1.5 L	3.3	×				D002		corrosive
	Silicon dioxide with azobenzenes		8	×				D018		
	Methylene Chloride - spent 1.2L	1.2L	3.4	×						6.1 toxic
	pyridine-2,6-dicarboxylic acid 5%, 4-(2-									
	pyridylazo)resorcinal monosodium salt hydrate		-							
		4	8.8 ×	Ţ						

D001	1000									
6.0	433	0.22 ×		cc		2				
0.5L	.5L	500		· 			58.8			
Methanof 75% with Cyananilines and nitrobenzenes, acetonitrile 25% with azodyes	Acetonitrile with azodyes, nitrosocyanoanilines	Glycine hydrochloride, 98%	Aqueous: 1% gasoline, 10% water with 20ppm TCE, 89% water with < 20	ppm benzene, ethylbenzene, toluene, xylenes,	Methanoi 90%, 1,2 dibromoethane 5%, 1,2 dichloroethane 5%	Gasoline 10%, water 90% 11.	Total lbs			

							1		
	-								
D001	D001								
				•					
						+			_
									-
6.0	4.3	V	8.8	7.1	2.2	28.8		+	-
ile 0.5L	s. 2.5L	20	4	4	11.	+		-	-
Methanol 75% with cyananilines and nitrobenzenes, acetonitrile 25% with azodyes	n azodye ilines hloride,	gasoline, 20ppm er with <	ethylbenzene, toluene, xylenes,	Methanol 90%, 1,2 dibromoethane 5%, 1,2 dichloroethane 5%	Gasoline 10%, water 90% 1L				
Methanol 75% with cyananilines and nitrobenzenes, acet 25% with azodyes	nitrile with ocyanoar e hydroc	vater with 89% water	enzene, 1	nol 90%, roethane roethane	ne 10%,	g			
Metha cyana nitrobe 25% w	Acetonitrile with azodyes, nitrosocyanoanilines Glycine hydrochloride,	Aquec 10% v TCE 8	ethylb xylene	Metha dibron dichlor	Gasoli	Total lbs		_	

		ibs Hazardous Waste					
Quantity Weight (lbs) Not Listed Universal	Not Listed		U-list	P-list	D-list	F-list	
	-						
14.2	61						
8.8	~						
6.3	3						
3x 500ml,							
	10				D002		
8.8							
6.2	5						
585	8						
1 1 1 1		14.2 8.8 6.3 mi. 6.3 2.5L 14.5 6.2 6.2 58.8					14.2 6.3 14.5 6.2 58.8

960 College Station

		1 24			lbs Hazardous Waste	ous Waste				
#	Description	Quantity	Weight (lbs)	(lbs) Not Listed	Universal	U-list	P-list	D-list	F-list	
	1 Butanol	Γ				u031		D001		
	N-Methyl-N-nitroso-p-									
Gray Bin	Gray Bin toluenesulfonamide	$2 \times 100 \text{ gm}$	0.4×	×						DOT 4.1
Gray Bin	Acetonitrile	1/3 L	0.5			n003		D001	-	
	Octyl Alcohol	3×1 pt	2.7 ×	×				D001		
	Acetic Acid	2×2L	9.2×	×				D002		
	Petroleum ether	11	1.4 ×	×				D001		
	Prenfish Toxicant (rotenone in									pesticide liquid, flammable,
	naphtha/solvents)	5 gal	42×	×				D002		toxic
Gray Bin	Dimethyldichlorosilane Reagent	200 ml	0.44×	×						
	_	50 g	0.11×	×				D002		corrosive, toxic DOT 8
		2×1ml	0.004×	×						envir haz sub DOT 9
	Alachlor	2×1 ml	0.004×	×						
	EPA 508 / 508.1 pesticide mix	5 x 1 ml	0.01×	×					:	
	Triethylene glycol	1×4L	× 6.6	×						
	Ammonium Chloride	25 lbs	25 x	×						
	tio o cirin	3 ~ 2 5 1	216					טטט		DOT 8 5 1 corrosive oxidizing
		20.5	5:11							
	Manostat Chromerge lab glass cleaner	5 x 25 ml	0.28×	×						DOT 8
	Peracetic Acid	1/3 gal	3.7							DOT 5.2 organic peroxide
	Used Oil - vacuum pump	er er			×					
	TOTAL lbs	•	124.348							

FRA 625 Bailey Street